App. F. IX-4

Previous References

1931. (Muzrai) 3

File No. 283-31.

Serial Nos. 142.

Later References

General and Revenue Secretariat.

Serial Nos. 2.

Part B for June 32 -

SUBJECT.

Re- the lease of the Sri Vaikuntam properties of the Sri Vyasaraya Swami mutt to Mr. C.R. Narayana Rao, pleader, Sri Vaikuntam.

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(2) No. 1845. 9.11.6.3.

To The Muzrai Comnr., in Mysore,

Forwarding for action the Opinion of the Law Deptt. in the matter.

No. 893 Enl file
30-31.

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE,

Bangalore, 30th March 1932

1166
1932

1114

FROM

S. P. RAJAGOPALACHARI, ESQ., B.A., B.L.,
Muzrai Commissioner in Mysore.

To

Rajasevaparayana
B. Srinivasa Iyengar, Esq., B.A., B.L.,

Secretary to Government of His Highness
the Maharaja of Mysore,
Financial *Department.*

SIR,

I have the honor to submit herewith in original for reference and obliging return correspondence ending with report dated 30th January 1932 from the Government agent of the Sri Vyasarayaswami Mutha in the matter of the lease of the Srivaikuntam properties of the Sri Vyasarayaswami Mutt to Mr. C.R. Narayana Rao, leader, Srivaikuntam and to state as follows:

2. This office order of the 28th November 1930 sanctioning the lease of the above properties in favour of Mr. Narayana Rao which is based on the agents report of the 24th October 1930 and the former's tender ---- dated 15th September 1930 explains the conditions under which the lease was granted. The order sanctioning the lease was communicated to Mr. Narayana Rao by the agent on 4th December 1930 and he was requested to send the security deposit and also the draft of the lease-deed to be executed. While forwarding the draft of the lease deed, Mr. Narayana Rao attempted to impose two conditions afresh to the effect:

(i) that he was entitled to a remission of rent in case of failure of crops ~~during the~~ owing to scarcity of water, flood or other causes

and (ii) that he was to utilize an additional sum of Rs.50/- in improving the lands. In view of the circumstances [illegible] original conditions were suitably modified [illegible] which the lease was proposed to be given [illegible] communicated on 2nd March 1931. These modified conditions [illegible] ly accepted by Mr. Narayana Rao as will be evident from his letters dated 11th March 1931 and 14th April 1931 along with which [illegible]

...nt stamped paper of requisite value for executing the lease deed. -- Subsequently, however, he raised further objections and evaded the -- execution of the lease-deed and finally intimated in his letter dated 28th May 1931 that as he had taken possession of the lands, carried out some improvements etc., he would have the lease for Fasli 1341 ~~above~~ alone for a gross rent of Rs.340/- and a net rent of Rs.30/- as per calculations made by him. In his letter dated 22nd December 1931 he with-drew from this position also and intimated ~~xxx~~ that on behalf of the Mutha he held -- Rs.18-12-0 being the value of 2 ½ kottas of paddy, out of which he had spent Rs.14-5-2 for improving the lands etc., Finally in his letter dated 26th January 1932 he stated that he was looking after the properties only as a matter of obligation and that as his health did not allow him to continue to look after the lands, they may be otherwise disposed of.

3. Mr. Jagannatha Rao, Vakil, Tinnavelly, who was consulted in the matter of taking legal action to enforce the contract has opined that there ~~has~~ was no time been a consensus of agreement between the parties, that there is no enforceable contract between the parties and that the only claim the Mutha has against Mr. Narayana Rao is to recover the net amount he has realized from the land. The written opinion furnished by the Vakil is enclosed.

4) I request you to kindly consult the Law Department and favour me with instructions as to whether the interpretation put by Mr. Jaganatha Rao to the effect that the contract was not complete may be accepted as correct or a suit for the recovery of one year's rent may be filed against Mr. Narayana Rao in the circumstances narrated above.

I have the honor to be,

Sir,

Your most obedient servant,

Sd/- Jagannathan

Muzrai Commissioner.

8038/G

This may kindly be referred to Law Secy for their opinion. Insofar as the M.C. is concerned & the P.W.D. is for Pensat. The Law Dept may be consulted.

Sd/- [illegible]

For Secy

Serial No.

302
Law

To the Law Section with Compliments
Secy
27/5/32

i) I agree with Mr. Jagannatha Rao's Opinion (Flag A). The correspondence shows that there has been no contract to take a lease and there can therefore be no enforcement of such contract. Moreover the agreement to a lease in this case appears to be one compulsorily registrable under the law in force in British India and cannot therefore be established by mere Correspondence. No suit can lie therefore for rent if the same is to be based on such an agreement. Mr. Jagannatha Rao's advice in the penultimate para of his letter to the Agent may therefore be accepted.

I wish to raise one point regarding in this connection, and that is about the desirability of the Law Deptt giving advice in such matters in which Govt as such cannot be said to be interested. As managers of the Mutt properties, the Mutt Comr is entitled to take legal advice from competent Counsel & pay the cost of it out of the Mutt funds. The Legal Affairs Rules do not appear to contemplate references to the Law Deptt in such cases.

(Gen Secy)
14/5/32

I agree
Fin Member
20/5

May be sent to the Mutt Section with the opinion as above
23/5

Mutt Br with compts
23/5

GENERAL SECRETARY
14 MAY 1932
No.

OFFICE OF THE SECOND MEMBER OF COUNCIL
23 MAY 1932
No. 6820

NOTE—Contn. Sheet

File No.

Submitted in the reference to paras 2 & 3 supra.

Cetto
25/5/32

Yes A | The M.C. will be informed as detailed in para 5 supra.

The point raised in para 6 supra is for orders. There is much force in what the Asst Secy says:

B

Fin Secy)

26/5/32

B. But there is a good deal to be said on the other side.

When Govt have assumed management of such properties, they have purpose to undertake the responsibility as managers. The M.C. cannot help seeking independence from Govt. before taking legal action. He cannot act independently on opinion obtained from private counsel without. And when a reference is made to them Govt. naturally wish to have the views of their own legal advisers. Whether any fee should be charged for the advice given by the latter ~~at the expense of the individual~~ with a view to relief the Cost of the Govt. The Govt funds may be examined by the M.C.

A. Yes.

B. Govt are managing the properties and have to afford to the institution all reasonable assistance. They do not think it is right to charge any fee for legal advice by the Law Dept or Retained Govt Advocate. So far as the latter are concerned Govt. Work not to be specially charged for. No refund necessary. Govt. funds may be examined by the M.C.

28/5/32

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31/5

31/5

File No. of 193

General and Secretariá

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Section Mung

File No.

Serial No.

Diary No. of letter replied to 1166

No. 1845/Mg/Misc/ Office Order.

To

Mr

General and Revenue Secretariat

( )

the 193

Date of issue 11.6.32

Signed by [illegible]

Subjt. — Re: lease of the Sri Vaikuntam pickets of the Sri Vyasaraya Swami Mutt to Mr C. R. Narayana Rao - pleader, Sri Vaikuntam

Sir,

With refce to your letter No 843/30 31 of 11/4/32. on the above subject, I am directed to ~~state to~~ note below ~~information and necessary action~~ the opinion

List of enclosures .....

Copied by .....

Examined by .....

Law Deptt. in the matter and ~~Secy. as detailed~~ accordingly ~~herein under~~.

The Opinion of Mr Jagannatha Rao expressed in his letter of 29/1/32 addressed ~~to the~~ Agent of the Sri-V. mill is acceptable.

The Correspondence shows that there has been no Contract to take a lease and there can therefore be no enforcement of such Contract. Moreover the agreement to a lease in this case appears to be one compulsorily registrable under the law in force in Br India & can not therefore be established by mere correspondence. No suit can lie therefore for rent of the same is to be based on such ~~agreement~~ agreement.

Mr Jagannatha Rao's advice in the penultimate para of his letter to the Agent may therefore be accepted.

The enclosures to an letter under acknowledgment are herewith returned.

Yours etc.

8/6/32

Mr Secretary — 71 Deptt.

9/6/